

Agreement No. 40.05.09C.22057
A.G. Contract No. KR 90-2219 TRD
City Index No. 5-075492
ECS File: JPA 90-109
Project No. RBM-600-0-504
Tracs No. 101 L MA 18 H0797 06C
Agua Fria Freeway, Section 5c
Adobe Dam Sewer Project

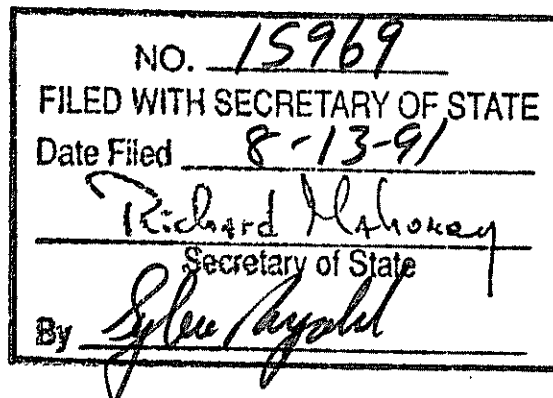
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX
59807

THIS AGREEMENT is entered into August 13, 1990, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "STATE") and THE CITY OF PHOENIX, acting by and through its City Council (the "CITY").

I. RECITALS

1. STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter this Agreement and has delegated to the undersigned and authority to execute this Agreement on behalf of the STATE.

2. The CITY is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter II, Section 2 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.



3. Incidental to the construction of the Agua Fria Freeway, Section 5c, the CITY has requested the STATE construct a 36-inch sewer for the future within the highway right of way, herein referred to as the Project. It is in the best interest of the STATE and CITY to construct the sewer prior to the construction of the highway as there is no alternative alignment and construction in the future would be hazardous and extremely costly.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

A. The CITY will:

1. Furnish special provisions for construction and payment of the Project as noted on Exhibit "A", attached hereto and made a part hereof, to be incorporated into STATE's contract documents.

2. Furnish drawings for the Project, as noted on Exhibit "B", attached hereto and made a part hereof, to be incorporated into STATE's contract documents.

3. Upon execution of this agreement, remit to the STATE the cost of the Project plus 15 percent for STATE's engineering and administration, calculated to be \$739,373.00 based upon awarded unit costs for items noted in Exhibit "A".

4. Review, approve, and accept installation of 36-inch sewer as work progresses.

5. Be responsible for any contractor claims for extra compensation attributable to the CITY.

6. Upon completion of the Project, remit to STATE, within 45 days of receipt of the final invoice, for any additional costs incurred by STATE during construction of the Project. Invoice shall be based upon actual construction costs plus 15 percent for State's engineering and administration.

7. Maintain the 36-inch sewer within State right of way.

B. The STATE will:

1. Incorporate CITY's drawings and special provisions into STATE's construction contract documents.

2. Call for bids and award construction contract and administer same and make all payments to contractor. Be responsible for any contractor claims for extra compensation attributable to STATE.

3. Submit invoice to CITY following award of contract.

4. Furnish red lined "as-built" plans to CITY, prior to making final payment to contractor for construction of the Project.

5. Submit a detailed breakdown of actual construction costs with final invoice to the City, upon completion of the work.

6. Issue a permit to City for maintenance of 36-inch sewer within State's right of way.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of said project; provided, however, that this agreement except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of construction contract, upon thirty (30) days written notice to the other party.

2. Maintenance of the CITY'S facilities covered by this Agreement shall be provided for by the CITY after a permit is issued by STATE, provided, however, the CITY shall have a right to make emergency repairs to said facilities upon notice to STATE and at the expense of the CITY.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

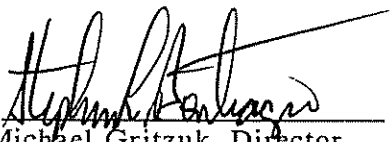
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Room 118E
Phoenix, AZ 85007

City Manager
City of Phoenix
251 W. Washington Street
Phoenix, Arizona 85003

8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

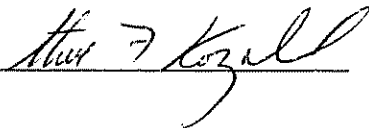
CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

By 
Michael Gritzuk, Director
Water & Wastewater Department

STATE OF ARIZONA
Department of Transportation

By 
ROBERT P. MICKELSON
Deputy State Engineer

Attest

By 

DEPUTY CITY CLERK

Title